AO 451 (Rev. 12/12) Clerk's Certification of a Judgment to be Registered in Another District

### UNITED STATES DISTRICT COURT



	TES DISTILICI COO.	1(1
	for the	JAN 17 2023
Southe	ern District of Florida	
RYDER TRUCK RENTAL, INC.  Plaintiff	)	CLERK, U.S. DISTRICT COURT SOUTHERN DISTRICT OF ILLLINOIS E. ST. LOUIS OFFICE
v.  LOGISTICS RESOURCE SOLUTIONS, INC.  Defendant	) Civil Action No	. 21-21573-CIV-LENARD/LOUIS
	<sup>5</sup> 3:1	3-mc-60007-NJR
I certify that the attached judgment is a copy  I also certify that, as appears from this court's before this court, the time for appeal has expired, and	of a judgment entered by this cou	rt on (date) 07/21/2022 .  R. App. P. 4(a)(4)(A) is pending
pending.		
Date: Oct 4, 2022	CLERK OF COU	VRT .
	s/Ketly F	Pierre
	Signatu	re of Clerk or Deputy Clerk

Certified to be a true and correct copy of the document on file Angela E. Noble, Clerk, U.S. District Court Southern District of Florida

By Deputy Clerk

Date 1014 202 2

### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

Case No. 21-21573-CIV-LENARD/LOUIS

3:23-mc-00007-NJR

RYDER TRUCK RENTAL, INC.

Plaintiff,

VS.

LOGISTICS RESOURCE SOLUTIONS, INC.,

Defendant.

Certified to be a true and correct copy of the document on file Angela E. Noble, Clerk, U.S. District Court Scuthern District of Florida

By Deputy Clerk
Date 10/4/2022

#### CONSENT JUDGMENT

Plaintiff Ryder Truck Rental, Inc. ("Ryder") and Defendant Logistics Resource Solutions, Inc. ("LRS"), having settled this action on terms agreeable to all parties, and it is hereby ORDERED, ADJUDGED and DECREED as follows:

- 1. LRS has stipulated to, and the Court finds that LRS has admitted to, the following:
  - a. Ryder and LRS entered into the Truck Lease and Service Agreement ("TLSA") on April 11, 2014 for the lease of certain commercial vehicles. A true and accurate copy of this contract was submitted as Exhibit 1 to Ryder's Complaint and is incorporated herein by reference.
  - b. Ryder and LRS entered into numerous contracts ("Rental Agreements") for the rental of commercial vehicles by LRS from Ryder. An example Rental Agreement was submitted as Exhibit 2 to Ryder's Complaint and is incorporated herein by reference.
  - c. Ryder fully performed and/or tendered performance under the TLSA and Rental Agreements and LRS has failed to timely pay all amounts owing in accordance with the terms of those contracts. Consequently, LRS breached the terms of the contracts and Ryder has been harmed by those breaches.

- d. On or about March 12, 2021, Ryder filed a lawsuit against LRS for breach of the TLSA and Rental Agreements styled *Ryder Truck Rental, Inc. v. Logistics Resource Solutions, Inc.*, in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, which was later removed to the United States District Court for the Southern District of Florida, Case No. 1:21-CV-21573-JAL.
- e. LRS understands that, in its Complaint, Ryder is seeking its actual damages as a result of Defendant's conduct, prejudgment and postjudgment interest, and attorneys' fees and expenses.
- f. Defendant consents to entry of judgment in the amount of Four Million, Thirty-Five Thousand Seven Hundred Eighty-seven dollars and Zero cents (\$4,035,787.00).
- 2. Judgment is hereby entered against Logistics Resource Solutions, Inc., whose principal address is 1600 Wayne Lanter Drive, Madison, IL 62060, and in favor of Ryder Truck Rental, Inc., whose principal address is 11690 NW 105 St., Miami, FL 33178 in the amount of \$4,035,787.00, which sum shall bear interest computed from the date of entry of this Judgment at the rate prescribed by 28 U.S.C. § 1961, as amended, and for which sum let execution issue forthwith.
  - 3. The parties shall bear their own costs and attorneys' fees.
- 4. Logistics Resource Solutions, Inc., has filed a voluntary dismissal of all counterclaims pursuant to Rule 41(a)(1)(ii) Federal Rule of Civil Procedure.
- 5. Logistics Resources Solutions, Inc. has filed an unopposed motion for voluntary dismissal pursuant to Rule 42(b) of the Federal Rules of Appellate Procedure of Appeal No. 22-12073 pending in the U.S. Court of Appeals for the Eleventh Circuit.

6. This Consent Judgment constitutes a Final Judgment pursuant to Federal Rule of Civil Procedure 58.

IT IS SO ORDERED.

Dated: July 21, 2022

Honorable Judge Joan A. Lenard
United States District Court

Date: July 21, 2022

By: /s/ Jamie Zysk Isani
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Jamie Zysk Isani (FBN 728861)
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Counsel for Plaintiff, Ryder
Truck Rental, Inc.

Respectfully submitted,

By: /s/ Kenneth D. Cooper
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Counsel for Defendant, Logistics Resource
Solutions, Inc.

## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF ILLINOIS

LANTER DELIVERY SYSTEMS, LLC, assignee of RYDER TRUCK RENTAL, INC.,	) ) 2:22 - ANGET - LLE
Plaintiff,	) Case No. 3:23-wc-00007-NJR
vs.	
LOGISTICS RESOURCE SOLUTIONS, INC.,	)
Defendant.	)

# MEMORANDUM REGARDING ASSIGNMENT OF JUDGMENT TO LANTER DELIVERY SYSTEMS, LLC

The Consent Judgment entered in the United States District Court for the Southern District of Florida and certified for registration in another district being filed herewith for registration in this Court was assigned by plaintiff/judgment creditor Ryder Truck Rental, Inc. to Lanter Delivery Systems, LLC on July 26, 2022.

Respectfully submitted,

THOMPSON COBURN LLP

By /s/ Brian Hockett

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Attorney for Plaintiff Lanter Delivery Systems, LLC